



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

ENFORCEMENT AGREEMENT

between

The United States
Department of Housing and Urban Development

and

Bonnie L. Jouhari / Pilar D. Horton

(Complainants)

and

Roy E. Frankhouser

(Respondent)

CASE NUMBER: 03-98-0797-8

DATE FILED: August 28, 1998

I. STATEMENT OF FACTS

A complaint was filed on August 28, 1998, with the United States Department of Housing and Urban Development (the Department) alleging that the Complainants were injured by a discriminatory act. It is alleged that Respondents Roy E. Frankhouser and the United Klans of America (UKA) violated §818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), by harassing and intimidating Complainant Bonnie L. Jouhari because of her position as a Fair Housing Specialist with the Reading-Berks Human Relations Council. These alleged acts of harassment and intimidation were subsequently extended to Complainant's daughter, Complainant Pilar D. Horton.

On January 14, 2000, a Determination of Reasonable Cause and No Reasonable Cause was issued in the case of *Jouhari / Horton v. United Klans of America / Frankhouser / Wilson / ALPHA HQ*, with all Respondents consolidated under Case Number 03-98-0692-8. That Determination found reasonable cause to issue a Charge of Discrimination as to Respondents Ryan Wilson and ALPHA HQ. That Determination found no reasonable cause for charging Respondents Frankhouser and UKA.

On February 22, 2000, the Assistant Secretary for Fair Housing and Equal Opportunity (FHEO) directed that the case be reopened as to Respondents Frankhouser and UKA. The reopened case against Respondents Frankhouser and UKA was assigned Case No. 03-98-0797-8.

These facts are undisputed by the parties:

- i) Respondent sat on the bench near Complainant Jouhari's office on a consistent basis from late December 1997 or early January 1998 through October 1998.

- ii) Respondent did not sit on this bench on a regular basis prior to this period, and on only one or two occasions after this period.
- iii) Respondent was informed that his presence on the bench intimidated Complainant Jouhari.
- iv) Respondent possessed a camera, and/or took photographs of Complainant Jouhari without her permission.
- v) Respondent appeared at the Peanut Bar, on October 10, 1998, the location and date of Complainant Jouhari's going-away party.
- vi) Respondent telephoned a panel discussing diversity issues, identified himself to Complainant Jouhari, and told her that he wished her the best, "because we're always keeping an eye on you, you know."
- vii) Respondent displayed images from Ryan Wilson's ALPHA HQ website, including images of himself and of Complainant Jouhari, on his "White Forum" cable television show, and discussed Complainant Jouhari and ALPHA HQ.

Complainants maintain that Respondent's actions were an effort to intimidate Complainant Jouhari into curtailing her work at the Human Relations Council. Complainants further maintain that as a result of Respondent Frankhouser's actions, they were forced to leave Pennsylvania and suffered emotional distress.

II. TERM OF AGREEMENT

Except as otherwise noted herein, the terms of this Agreement shall govern the conduct of the parties to it for a period of six (6) years from the effective date of the Agreement.

III. GENERAL PROVISIONS

1. The Respondent agrees to settle this complaint to avoid the further expense and delay associated with the investigation of this complaint, and subsequent hearing or court proceedings.
2. The parties agree that the subject complaint will remain open for ten (10) years.
3. The parties acknowledge that this Enforcement Agreement is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
4. The parties agree that the execution of this Enforcement Agreement shall constitute a conciliation pursuant to the Fair Housing Act and its implementing regulations at 24 C.F.R. §§103.310; 103.315; and 103.320.
5. The terms set forth herein are contractual.

6. The parties affirm that they have read and fully understand the terms set forth herein.
7. It is understood that, according to Section 810(b)(4) of the Act, this Agreement shall become a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any subsequent complaints involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Philadelphia, Pennsylvania Fair Housing and Equal Opportunity HUB Director.
10. Respondent agrees to refrain from bringing suit against the Complainants or any other parties to this action for defamation, libel, slander, intentional infliction of emotional distress, or any other possible tort action related to the investigation of the facts of this case, for the remainder of his natural life.

11. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.

IV. RELIEF FOR COMPLAINANTS

12. Respondent agrees to take the following actions, and, as set forth in this Enforcement Agreement, will provide the Department with Certification that these requirements have been met:

- a) Within ten (10) days of the effective date of this Agreement, read a public apology to the Complainants, see Attachment 1, on the Respondent's public access cable television show, "White Forum"; and submit the text of the apology to the editors of the *Reading Eagle/ReadingTimes* and the *Philadelphia Inquirer* for publication on their editorial pages.
- b) Refrain from referring to Complainants Jouhari or Horton by name, reference, or allusion, on his public access cable television show "White Forum," or in any other forum, in any context whatsoever, for the remainder of his natural life, with the sole exception of complying with subparagraph a) of this paragraph.

- c) Refrain from encouraging, enabling, or assisting any other person or group from discussing, telephoning, intimidating, threatening, or harassing Complainants Jouhari or Horton, for the remainder of his natural life.

- d) Broadcast, at the end of every episode of Respondent's public access cable television show "White Forum," or on any other television show hosted, sponsored, directed or produced by Respondent Frankhouser, Fair Housing Public Service Announcements (PSAs) to be supplied by the Department. Respondent further agrees to read the attached scripted introduction to the PSAs, see Attachment 2, and to refrain from making comments or adding disclaimers that would tend to disparage fair housing rights or detract from the efficacy of the PSAs. Respondent will be required to comply with this subparagraph for three (3) years from the effective date of this Agreement.

- e) Within three hundred and sixty-five (365) days of the effective date of this Agreement, attend eighty (80) hours of Sensitivity Training to be conducted by the Reading-Berks Human Relations Council, the Pennsylvania Human Relations Commission, the Department's Office of Fair Housing and Equal Opportunity, or other appropriate agency or facility approved by the Department. Written approval to attend training

offered by an organization not listed in this paragraph must be sought and obtained from the Philadelphia HUB Director at least ten (10) days prior to the commencement of the training.

- f) Stay at least 100 feet from Complainants Jouhari and Horton and members of their family, for the remainder of his natural life.
- g) Pay four hundred dollars (\$400) to the Berks County chapter of the United Way, in sixteen (16) consecutive monthly installments of twenty-five dollars (\$25) per month.

(See Attachment 3 for mailing address)
- h) Within five (5) days of the effective date of this Agreement, display a HUD Fair Housing poster, to be supplied by the Department, at an appropriate location on the exterior wall or door facing South Fourth Street, Reading, PA, at Respondent Frankhouser's residence, where it shall be clearly visible to passers-by. The poster shall be displayed during the term of this Agreement. If the poster is destroyed, damaged, tattered, or worn out for any reason, it is Respondent Frankhouser's responsibility to immediately notify the Philadelphia HUB Director so that a replacement poster may be issued to him for continuous and visible display on the exterior wall or door facing South Fourth Street, Reading, PA.

- i) Within five (5) days of the effective date of this Agreement, provide, under penalty of perjury, to the Department, a written, notarized statement disclosing the identity of the individual who informed him that Jouhari was moving to Washington state.
- j) Within five (5) days of the effective date of this Agreement, provide, under penalty of perjury, to the Department, a written, notarized statement admitting that his response to a question posed to him on 48 Hours, regarding the origin of the activity directed at Complainant Jouhari, viz, “maybe a jealous lover,” was a false statement.
- k) Within five (5) years of the effective date of this Agreement, perform one thousand (1,000) hours of community service work for an entity or entities to be identified by Respondent. The entity or entities identified by the Respondent must be approved by the Department prior to the commencement of any community service work for which credit is sought under this subparagraph, and may not involve direct or indirect contact with minors.
- l) If, for a period of ten (10) years from the effective date of this Agreement, the Respondent earns more than \$25,000 per year as reported on the “Wages, salaries, tips, etc.” and “Other income” lines of his federal income tax returns, Respondent will forward a money

order payable to Complainant Jouhari for 5% of the total amount reported, and a money order payable to Complainant Horton for 5% of the total amount reported, to the Director, Office of Fair Housing and Equal Opportunity Philadelphia HUB, for distribution to the Complainants, on or before April 30th of the year in which the income is reported.

V. REMEDIES FOR BREACH

13. The parties to this Agreement agree that a breach of any portion of this Agreement will result in any or all of the following:

- a) Referral to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.
- b) The reopening of the investigation into this case and the admission by Respondent of the facts contained in Section I of this Agreement for the purposes of any subsequent proceeding into the subject complaint.

VI. REPORTING

14. This Agreement contains specific actions that are required of the Respondent. These actions must be completed within the specified timeframes, and satisfactory completion will be verified by the Department.
15. The Respondent shall forward to the Department a copy of the edition of the *Reading Eagle* and the *Philadelphia Inquirer* in which the apology appears, within five (5) days of the date of publication, as evidence of compliance with paragraph 12, subparagraph a), of this Agreement.
16. The Respondent shall inform the Department, by telephone, at least two (2) weeks prior to the airing of an episode of “White Forum” aired subsequent to the execution of this Agreement, or any other television show hosted, sponsored, directed or produced by the Respondent, as evidence of compliance with paragraph 12, subparagraph d), of this Agreement.
17. The Respondent shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within five (5) days of the completion of the training, as evidence of compliance with paragraph 12, subparagraph e), of this Agreement.

18. The Respondent shall obtain a receipt for each payment made pursuant to paragraph 12, subparagraph g), and shall forward to the Department a certified photocopy of each receipt within five (5) days of obtaining it, as evidence of compliance with paragraph 12, subparagraph g), of this Agreement.
19. Compliance with paragraph 12, subparagraph h), of this Agreement will be independently monitored and evaluated by the Department.
20. The Respondent shall forward to the Department, within thirty (30) days of the end of each of the first five (5) years of this Agreement, a letter from each entity for which work is performed under the terms of paragraph 12, subparagraph k), of this Agreement, stating the number of hours worked and the nature of the work performed, as evidence of compliance with paragraph 12, subparagraph k), of this Agreement.
21. The Respondent shall forward to the Department a true copy of his federal income tax returns on or before April 30th of each year for ten (10) years from the effective date of this Agreement, as evidence of compliance with paragraph 12, subparagraph l), of this Agreement.

22. All required certifications and documentation of compliance must be submitted to:

Director, Office of Fair Housing and Equal Opportunity
Philadelphia HUB
The Wanamaker Building 3rd Floor
100 Penn Square East
Philadelphia, PA 19107-3380
(215) 656-0666

VII. EFFECTIVE DATE

23. This Agreement will become effective as of the date signed by Mercedes M. Marquez, Senior Counsel for Civil Rights and Fair Housing. Ms. Marquez, acting on behalf of the Secretary retains authority to approve or disapprove this Enforcement Agreement.

VIII. SIGNATURES

Bonnie L. Jouhari

Date

Pilar D. Horton

Date

Roy E. Frankhouser
(for himself and United Klans of America)

Date

Mercedes M. Marquez

Date